

## **EXHIBIT “K”**

**EXHIBIT “K”**

Inst #: 20210909-0001557  
Fees: \$292.00  
09/09/2021 11:06:23 AM  
Receipt #: 4688095  
Requestor:  
Premier American Title  
Recorded By: SCHIABLE Pgs: 11  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 14-00322-CI-NV  
Title Order No. : 61400490

APN: 125-16-416-030

---

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST  
IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,** and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION** is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 03/10/2006, executed by Wayne Berwick and Debra Berwick, husband and wife as joint tenants, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Home Loan Center, Inc., dba Lending Tree Loans, its successors and assigns as beneficiary recorded 03/20/2006 as Instrument No. 20060320-0002449 (or Book, Page) of the Official Records of Clark County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$180,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :

The installments of principal and interest which became due on 08/01/2009 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

**Notice of Default and Election to Sell Under Deed of Trust**

**NDSC File No.: 14-00322-CI-NV**

**Page 2**

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Cenlar FSB**

c/o National Default Servicing Corporation

7720 N. 16<sup>th</sup> Street, Suite 300

Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)

Contact the following number to discuss Loan Modification Options: 1-877-909-9416

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 7313 HOSPITALITY PLACE, LAS VEGAS NV 89131

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

Notice of Default and Election to Sell Under Deed of Trust  
NDSC File No.: 14-00322-CI-NV  
Page 3

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: Sept. 8, 2021

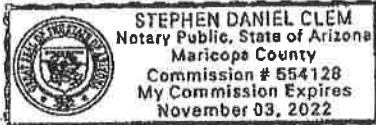
National Default Servicing Corporation, an Arizona Corporation, As Trustee for CitiMortgage, Inc.

Connie Hernandez  
By: Connie Hernandez, Trustee Sales Representative

State of: Arizona  
County of: Maricopa

On Sept 8, 2021, before me, the undersigned, a Notary Public for said State, personally appeared Connie Hernandez, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Stephen Daniel Clem

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**CLARIFICATION PAGE**

The illegible portion of the document reads as follows:

Representative

---

APN: 125-16-416-030  
Foreclosure No.: 14-00322-CI-NV

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**

Property Owners:  
Wayne Berwick and Debra Berwick,  
husband and wife as joint tenants

Trustee Address:  
7720 N. 16th Street, Suite 300  
Phoenix, AZ 85020

Property Address:  
7313 HOSPITALITY PLACE  
LAS VEGAS NV 89131

Deed of Trust Document Instrument  
Number:  
20060320-0002449

STATE OF Missouri )  
COUNTY OF St. Charles ) ss:

COMES NOW Lauren Benning, who being first duly sworn, deposes and says:

1. I am employed by Cenlar FSB as a Vice President Document Execution. I am authorized to execute this affidavit on behalf of CitiMortgage, Inc.. The statements made in this Affidavit are based on my personal knowledge of the business records, which I acquired through a review of business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the subservicer of the obligation or debt secured by the deed of trust, and under penalty of perjury. The Deed of Trust was recorded as instrument number 20060320-0002449 County of Clark Nevada (the "Deed of Trust").

2. In my capacity as a Vice President Document Execution, I have personal knowledge of the business records of Cenlar FSB's procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge of the business records; are kept by Cenlar FSB in the course of regularly conducted business activity. I have reviewed certain business records of Cenlar FSB concerning the Loan, Note and Deed of Trust, referenced below. It was the regular practice of that business activity to make or maintain such records at or near the time of the act, transaction, occurrence or event, or within a reasonable time thereafter by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records.

3. The full name and business address of the current trustee or the current trustee's personal representative or assignee is:

National Default Servicing Corporation  
Full Name

7720 N. 16th Street, Suite 300  
Phoenix, Arizona 85020  
Street, City, County, State, Zip

APN: 125-16-416-030  
Foreclosure No.: 14-00322-CI-NV

4. The full name and business address of the current holder of the note secured by the Deed of Trust is:

|                    |                                  |
|--------------------|----------------------------------|
| CitiMortgage, Inc. | 425 Philips Blvd.                |
| Full Name          | Ewing, NJ 08618                  |
|                    | Street, City, County, State, Zip |

5. The full name and business address of the current beneficiary of record of the Deed of Trust is:

|                    |                                  |
|--------------------|----------------------------------|
| CitiMortgage, Inc. | 425 Philips Blvd.                |
| Full Name          | Ewing, NJ 08618                  |
|                    | Street, City, County, State, Zip |

6. The full name and business address of the current subservicer of the obligation or debt secured by the Deed of Trust is:

|            |                                  |
|------------|----------------------------------|
| Cenlar FSB | 425 Philips Blvd.                |
| Full Name  | Ewing, NJ 08618                  |
|            | Street, City, County, State, Zip |

7. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is in actual or constructive possession of the note secured by the Deed of Trust or the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

8. The beneficiary, its successor in interest or the subservicer of the obligation or debt secured by the Deed of Trust has instructed the trustee to exercise the power of sale with respect to the property.

9. The beneficiary, its successor in interest, the subservicer of the obligation or debt secured by the Deed of Trust, the trustee or an attorney representing any of those persons/entities has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:

- a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
- b. The amount in default;



APN: 125-16-416-030

Foreclosure No.: 14-00322-CI-NV

- c. The principal amount of the obligation or debt secured by the Deed of Trust;
- d. The amount of accrued interest and late charges;
- e. A good faith estimate of all fees imposed in connection with the power of sale; and
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit.

10. A local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in the affidavit is 888-477-6360.

11. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which was acquired independently by the affiant or by (a) a review of the business records of the beneficiary, the successor in interest of the beneficiary or the subservicer of the obligation or debt secured by the Deed of Trust (which meets the standards set forth in NRS 51.135), (b) a review of information contained in the records of the recorder of the county in which the property is located, or (c) a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS:

Date: 12/16/2010

Recordation Number: 201012160000294

Name of Assignee: Citimortgage, Inc.

Description of Instrument: Assignment of Deed of Trust



APN: 125-16-416-030

Foreclosure No.: 14-00322-CI-NV

12. Following is the true and correct signature of the affiant. The affiant declares under penalty of perjury of the State of Nevada that the foregoing statements are true and correct.

Cenlar FSB, servicer for CitiMortgage, Inc.

By Lauren Benning  
Name: Lauren Benning  
Title: Vice President Document Execution  
Date: 8/20/2021

Subscribed and sworn before me this 20<sup>th</sup>  
day of Aug., 2021, by Affiant's name Lauren Benning  
Notary Signature Nellie M. Witherspoon  
Printed Name Nellie M Witherspoon

Notary Public in and for the  
State of Missouri  
County of St. Charles

NELLIE M WITHERSPOON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires: Sept. 13, 2024  
Commission #15633612

**DECLARATION OF COMPLIANCE  
(NRS § 107 (SB 321/HOBR Sec. 11(6)))**

[It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).]

Borrower(s): WAYNE BERWICK  
DEBRA BERWICK

Mortgage Servicer: Cenlar FSB  
Property Address: 7313 HOSPITALITY PLACE  
LAS VEGAS NV 89131

T.S. No.: 14-00322-CF-NV

**VP-Document Execution**

I am employed by Cenlar FSB as a VP-Document Execution. I am authorized to execute this affidavit on behalf of CitiMortgage, Inc. In that capacity, I am authorized to execute this Declaration as an authorized agent or employee of the mortgage subservicer named below. The statements made in this Declaration are based on my personal knowledge of the business records. I have obtained personal knowledge of the below events through my review of business records that are kept by Cenlar FSB, in the normal course of business, including the records related to the loan to Borrower(s) secured by the residential property located at the Property Address. If called upon to testify at the trial of this matter, I could competently testify as to the facts contained in this Declaration. I hereby declare as follows:

1. This Declaration is accurate, complete and supported by competent and reliable evidence which the Mortgage Subservicer named above (the "Mortgage Subservicer") has reviewed to substantiate the default of the Borrower(s) named above (the "Borrower(s)") and the Foreclosing Party's right to foreclose, including the Borrower(s)' loan status and loan information.

2. ☒ The Mortgage Subservicer has contacted the Borrower(s) to assess the Borrower(s)' financial situation, provided the toll free number to enable the Borrower(s) to find a housing counselor certified by HUD, and explored options for the Borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on September 22, 2020; or

3. ☐ The Mortgage Subservicer has tried with due diligence to contact the Borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on n/a, 201 n/a; or

4. The requirements of SB 321 (2013) Sec. 11 do not apply, because:

a. ☐ The Mortgage Subservicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 650.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.

b. ☐ The individual(s) named above do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.

5. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal,

family or household use and which is secured by a mortgage or deed of trust on "owner-occupied housing" (as defined in NRS 107.086).

- d. ☐ The Notice of Default was recorded prior to the implementation of SB 321 (2013) on 10-01-2013.

In light of the foregoing, the Mortgage Subservicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent as set forth above and the Mortgage Subservicer has complied with the requirements set forth in SB 321 (2013) Secs. 12 & 13 regarding the acceptance and processing of foreclosure prevention alternative applications, if any, submitted by the Borrower(s).

Centlar FSB, servicer for CitiMortgage, Inc.  
Mortgage Servicer

Dated: 08/18/2021

Juan C Mayorga  
Signature of Agent or Employee

Juan Mayorga  
Printed Name of Agent or Employee

**CLARIFICATION PAGE**

The illegible portion of the document reads as follows:

Juan C Mayorga

---